

Guayaquil, Octubre 23 del 2018

Señor José Luis Suarez Arellano
Representante Legal –CRADOR S.A.
Ciudad.-

De mis consideraciones:

Por medio de la presente, comunico a usted que el suscrito, MANUEL ALEJANDRO COBOS LEON con cedula de identidad 0926764101, cedo y transfiero a favor de **BUSINESS OPERANDI LP de nacionalidad Canadiense con registro 281020099**, la cantidad de CUATROCIENTAS ACCIONES (400) ordinarias y nominativas de un valor de UN DOLAR de los Estados Unidos de América, acciones que poseo en esta compañía.

Lo que comunico a usted para los fines posteriores de ley.

Atentamente,



MANUEL ALEJANDRO COBOS LEON
CEDENTE



JULIO ZAMBRANO MURILLO OLGA NAVARRETE MUÑOZ

REPRESENTANTES LEGALES
CESIONARIO



Print clearly in CAPITAL LETTERS / Écrivez clairement en LETTRES MAJUSCULES

Page of / de

1. Declaration Type / Type de déclaration

A ☒ New / Nouvelle B ☐ Name Change / Modification de la raison sociale C ☐ Change (other than name change) / Changement (autre que modification de la raison sociale)

D ☐ Renewal Without Name Change / Renouvellement sans modification de la raison sociale E ☐ Renewal With Name Change / Renouvellement avec modification de la raison sociale F ☐ Dissolution / Dissolution G ☐ Withdrawal / Retrait

Enter the Business Identification Number (BIN) for all Declaration Types except Type A / Entrez le n° d'identification de l'entreprise (NIE) pour tous les types de déclaration, sauf pour le type A

BIN (Business Identification No.) / NIE N° d'identification de l'entreprise

2. Firm Name / Raison sociale de la société en commandite

BUSINESS OPERANDI LP

3. Mailing Address / Adresse postale

Street No. / N° de rue 100 Street Name / Nom de la rue UNIVERSITY AVE Suite No. / Bureau n°

City / Town / Ville TORONTO Province / Province ONTARIO Country / Pays CANADA Postal Code / Code postal M5J 1V6

4. Address of Principal Place of Business in Ontario / Adresse de l'établissement principal en Ontario

☒ Same as above / comme ci-dessus

☐ Extra-Provincial Limited Partnership without business address in Ontario / Société en commandite extraprovinciale sans établissement en Ontario

Street No. / N° de rue Street Name / Nom de la rue Suite No. / Bureau n° (P.O. Box not acceptable / Case postale non acceptable)

City / Town / Ville Province / Province Country / Pays Postal Code / Code postal

ONTARIO CANADA

5. General Nature of Business / Nature générale de l'activité exercée

TAX AND ESTATE PLANNING

6. Information Regarding General Partner(s) / Renseignements sur le ou les commandités

(A) Individual / Personne physique - Last Name / Nom de famille First Name / Prénom Middle Name / Autre prénom

MEADE

ALEXANDRA

(B) Corporation, Partnership etc. / Personne morale, société en nom collectif etc. - Name / Raison sociale

Ontario Corporation Number / N° matricule de la personne morale en Ontario

Address / Adresse Street No. / N° de rue 201 Street Name / Nom de la rue Suite No. / Bureau n° 600

City / Town / Ville COCA CABLES Province / Province FLORIDA Country / Pays UNITED STATES Postal Code / Code postal 33134

Signature of general Partner or Attorney for the General Partner / Signature de la commandite ou de son procureur

Check if signing as attorney on behalf of the general partner pursuant to s. 32 of the Limited Partnerships Act

☒ Signature of general Partner or Attorney for the General Partner / Signature de la commandite ou de son procureur

Cochez la case ci-contre si le signataire est le procureur de la commandite (art. 32 de la Loi)

For a new Declaration, name change or renewal, item 6 must be completed and signed by all the general partners or their attorneys. If there is more than one general partner, set out the total number of partners in the box and attach additional schedule(s) / Pour une nouvelle Déclaration, une modification de la raison sociale ou un renouvellement, il faut remplir la section 6 pour chaque commandite, et chaque commandite ou son procureur doit signer la section 6. S'il y a plus d'un commandite, entrez le nombre total de commandités dans la case ci-contre et remplissez et joignez une ou des annexes.

Number of General Partners / Nombre de commandités

7. Jurisdiction of Formation / Territoire d'origine

ONTARIO

Extra-Provincial Limited Partnership Carrying on Business in Ontario / Société en commandite extraprovinciale menant des activités en Ontario

8. Information Regarding Attorney/Representative for an Extra-Provincial Limited Partnership - (Does not apply to limited partnerships formed in another Canadian jurisdiction that have an office or other place of business in Ontario) / Renseignements sur le procureur / représentant de la société en commandite extraprovinciale - (Ne s'applique pas aux sociétés en commandite d'un autre territoire canadien qui ont un établissement en Ontario)

Power of Attorney - Check the box to confirm there is an executed Power of Attorney (Form 4) appointing the person/corporation listed below to be the attorney and representative in Ontario. The attorney/representative is required to keep the executed Form 4 available for inspection at the address set out below. / Procuration - Cochez la case ci-contre pour confirmer qu'il y a une Procuration signée (Formule 4) nommant la personne physique ou morale indiquée ci-dessous à titre de procureur et représentant en Ontario. Celui-ci doit tenir la Formule 4 signée à disposition aux fins d'inspection à l'adresse ci-dessous.

Attorney / Representative - Procureur / représentant

(A) Individual / Personne physique - Last Name / Nom de famille

First Name / Prénom

Middle Name / Autre prénom

(B) Corporation, Partnership etc. / Personne morale, société en nom collectif etc. - Name / Raison sociale

Ontario Corporation Number / N° matricule de la personne

MINISTRY USE ONLY - RÉSERVÉ AU MINISTÈRE

BIN/EIN: 281020099

NAME/

NOM: BUSINESS O

REG/ENR: 2018-09-26

EXP/EXP: 2023-09-25

Address / Adresse Street No. / N° de rue Street Name / Nom de la rue Suite No. / Bureau n°

City / Town / Ville Province / Province Country / Pays Postal Code / Code postal

ONTARIO CANADA

PARTNERSHIP CERTIFICATE FOR GENERAL PARTNER

BUSINESS OPERANDI LP
Ontario Limited Partnership No. 281020099

(“the Partnership”)

A Limited Partnership established under the provision of the Limited Partnerships Act
(Ontario)

CERTIFICATE 01

THIS IS TO CERTIFY THAT

ALEXANDRA MEADE

has an interest of

50 %

in the Partnership as per this date.

Signed on this September 26th, 2018



For and on behalf of
VGX (CANADA) LP
Registered Agent
Alexandra Meade
Director

PARTNERSHIP CERTIFICATE FOR GENERAL PARTNER

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VGX (CANADA) LP
Registered Agent
Alexandra Meade
Director

CERTIFICATE OF INCUMBENCY

OF

BUSINESS OPERANDI LP.

We, **VGW (CANADA) LP**, in our capacity as Registered Agent of **BUSINESS OPERANDI LP**, a Canadian Limited Partnership (the "Partnership"), do hereby certify the following:

1. The name of the Partnership is **BUSINESS OPERANDI LP**.
2. The Partnership was incorporated on **September 26th, 2018**.
3. The Partnership exists under the provisions of Limited Partnerships Act, Ontario, Canada, as Partnership numbered **281020099**.
4. The Registered Agent of the Partnership is **VGW (CANADA) LP**, 45B West Wilmot Street, Suite 22, Richmond Hill, Ontario L4B 2P3, Canada.
5. The Registered Office of the Partnership is 100 University Dr, Toronto , Ontario M5J 1V6, Canada.
6. The Partnership issued 10.000 shares with a par value of Can \$1.00 each of ordinary class.
7. In so far as is evidenced by the documents filed at the Registered Office, the Partnership is in existence and in good standing.
8. According to the documents filed on the Partnership's file as at September 26th, 2018, there are no actions, pending or threatened, against the Partnership and no action has been taken to wind-up the Partnership or to appoint a receiver or manager.
9. According to the Partnership records, the Partnership has not created any charges over its assets.
10. According to the records available at the Registered Office, the General Partner of the Partnership is:

General Partner:
Alexandra Meade

Date Appointed:
September 26th, 2018

Percentage interest:
50%

11. According to the records available at the Registered Office, the Limited Partner of the Partnership is:

Limited Partner:
Alexandra Meade

Date Appointed:
September 26th, 2018

Percentage interest:
50%

Toronto, September 26th, 2018



For and on behalf of
VGW (CANADA) LP
Registered Agent
Alexandra Meade
Director

PARTNERSHIP CERTIFICATE FOR LIMITED PARTNER

BUSINESS OPERANDI LP
Ontario Limited Partnership No. 281020099

(“the Partnership”)

A Limited Partnership established under the provision of the Limited Partnerships Act
(Ontario)

CERTIFICATE 02

THIS IS TO CERTIFY THAT

ALEXANDRA MEADE

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50 %

in the Partnership as per this date.

Signed on this September 26th, 2018



For and on behalf of
VGX (CANADA) LP
Registered Agent
Alexandra Meade
Director

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BUSINESS OPERANDI LP
Ontario Limited Partnership No. 281020099

(“the Partnership”)

A Limited Partnership established under the provision of the Limited Partnerships Act
(Ontario)

CERTIFICATE 02

THIS IS TO CERTIFY THAT

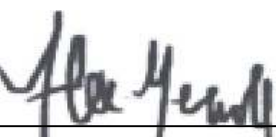
ALEXANDRA MEADE

has an interest of

50 %

in the Partnership as per this date.

Signed on this September 26th, 2018



For and on behalf of
VGX (CANADA) LP
Registered Agent
Alexandra Meade
Director

Partnership Agreement

THIS AGREEMENT made as September
26th, 2018

B E T W E E N:

Alexandra Meade

("Partner 1")

- and -

Alexandra Meade,

("Partner 2")

WHEREAS the parties hereto are desirous of entering into a partnership (the "Partnership") concerning a business of providing tax planning and estate management services (the "Business") located at 100 University Ave, Toronto, Ontario M5J 1V6, Canada (the "Premises");

NOW THEREFORE THIS AGREEMENT WITNESSES THAT in consideration of the mutual covenants and agreements herein contained and subject to the terms and conditions hereafter set out, the parties hereto agree as follows:

1. **Business and Name.** From and after the date of this Agreement, the partners agree to carry on the Business in partnership with each other as general and limited partners under the name "BUSINESS OPERANDI LP".
2. **Principal Office.** The principal office of the Business shall be at the Premises or at such other place or places as the partners may from time to time agree upon.
3. **Time and Effort to Partnership.** From and after the date of this Agreement, partners shall contribute to the Partnership their whole time, labor and attention. Each partner shall have the right to draw from the Partnership monthly, as salary, such sum as may be agreed upon from time to time by the partners.
4. **Capital Contribution.** Partners shall contribute the sums as agreed upon by the partners. Except as otherwise agreed by the partners or as provided herein, no

contribution to the capital of the Partnership by either partner shall bear interest. Partners shall contribute any additional capital which they deem necessary for carrying on the Business as agreed upon by the partners. If either partner shall at any time, with the consent of the other partner, advance any money to the Partnership beyond the amount of the capital hereby agreed to be brought in by him or her, or if he or she shall leave any part of his or her profits in the Partnership, the said money or profits shall be a debt due to him or her from the Partnership, and may be withdrawn by him or her at any time on one month's notice in writing.

5. **Banking.** The bank of the Partnership shall be whatever bank or banks the partners hereto shall from time to time agree upon. All monies received from time to time on account of the Partnership shall be paid immediately into the bank for the time being of the Partnership in the same drafts, cheques, bills or cash in which they are received, and all disbursements an account of the Partnership shall be made by cheque on such bank.
6. **Cheques.** Any partner shall draw cheques in the name of the Partnership and may sign, endorse and accept in the name of the Partnership all bills, notes, cheques, drafts or other instruments for the purpose of the Partnership.
7. **Profits, Losses.** The net profits of the Partnership shall belong to the partners in shares according to their contributions. All expenses incurred in the course of the Partnership and any losses arising there from shall be borne out of the earnings of the Partnership.
8. **Accounting.** Proper accounts shall be kept of all transactions of the Partnership and at the end of each year or so soon thereafter as possible a statement shall be made out showing the income and expenses of the Partnership for the past year, and what belongs and is due to each of the partners as his share of the profits. If required by either partner each year the books shall be audited by an accountant at the expense of the Partnership, and in addition each of the partners may at any time or times have the books audited by an accountant at his own expense. All books and documents connected with the Partnership shall be accessible to each of the partners or his agent at all times.
9. **Prohibited Acts.** No partner shall, without the consent in writing of the other, do any of the following things, namely:
 - a) Be engaged directly or indirectly, or be connected with any trade or business other than the Business;
 - b) Release, discharge or compromise any debt owing to or claimed by the Partnership;

- c) Give any bond, or become security for any person or do, or knowingly permit to be done, anything whereby any of the capital or property of the Partnership may be seized, attached or taken in execution;
 - d) Assign all or any part of his or her interest in the Partnership, or introduce or attempt to introduce any other person into the Partnership, without the authority of the other partner;
 - e) Borrow money, endorse any notes or become security for any other person in the name of the Partnership;
 - f) Contract on behalf of the Partnership otherwise than in the Partnership's name;
 - g) Buy, order or contract for any article, or enter into any contract or number of contracts in the Partnership's name, the fulfillment of which would necessitate further capital, or further borrowing, without the mutual consent in writing of both partners.
 - h) Employ any money or effects belonging to the Partnership, or engage its credit, except on account of the Partnership and for the bona fide purposes of carrying on the Business, or do or suffer anything whereby any such money or effects, or the interest of such partner therein, may be taken in execution or in any wise assigned, charged or encumbered for or in respect of his private debts; or
 - i) Make, draw, accept, sign, or endorse any bill of exchange, draft, promissory note, or contract any debt on account or in the name of the Partnership, or in any manner pledge the credit of the Partnership, except in the usual and regular course of business.
10. **Management of the Partnership.** The business and affairs of the Partnership shall be managed by the Manager, who shall be appointed by the general partners. The Manager shall be responsible for the management of the business and affairs of the Partnership. The Manager may appoint one or more officers, who may, but need not be, partners of the Partnership, with such titles, duties and compensation as may be designated by the Manager.
11. **Termination of Partnership.** Upon the termination of the Partnership the assets of the Partnership shall be realized and applied first in payment of the debts and liabilities of the Partnership and any surplus shall be divided between the partners in shares according to their contributions.
12. **Use of Name.** If one of the partners withdraws from the Partnership, the name "BUSINESS OPERANDI LP" shall remain the property of the partner remaining.
13. **Right of First Refusal.** If either partner shall desire to sell his or her interest in the

Partnership, he or she shall be at liberty to do so, and in such case shall first offer such interest to the other partner at a price to be named by the selling partner; and

if the other partner shall not, within thirty (30) days thereafter, accept such offer, then the selling partner shall for a period of three (3) months thereafter be at liberty to sell his or her share and interest to any other person or persons at the same or a higher price, but shall not sell it to any other person at a lesser price unless and until it shall have been offered to the other partner at such lesser price, and that such last mentioned offer shall not have been accepted within thirty (30) days thereafter. Provided however, that if the selling partner does not sell such share and interest in the Partnership within such three (3) month period, he or she must again comply with the provisions of this paragraph in respect of any subsequent sale.

14. **Option to Purchase on Death or Insolvency.** If either partner should die or become insolvent while both partners have an interest in the Partnership, the other partner if mutually agreeable shall remain in partnership with the estate of the deceased or insolvent partner, provided that if the other partner or the estate of the deceased or insolvent partner is not agreeable to remaining in partnership, then the other partner may purchase the interest of the deceased or insolvent partner from his estate. In such event the purchase price and terms of payment shall be agreed upon between the other partner and the estate of the deceased or insolvent partner; provided that if no agreement can be reached then the purchase price and terms of payment shall be established by arbitration in accordance with this Agreement. The other partner shall then be entitled to retain the name of the Partnership.

If the other partner does not remain in partnership with the estate of the deceased or insolvent partner and does not wish to purchase the interest of the deceased or insolvent partner from his or her estate, then the Business shall be sold and the surplus after payment of all debts and liabilities of the Business shall be divided between the other partner and the estate of the deceased or insolvent partner in shares according to their contributions.

15. **Arbitration.** All matters in difference in relation to this Agreement and to the affairs of the Partnership shall be referred to the arbitration of a single arbitrator, if the partners agree upon one, otherwise to three arbitrators, one to be appointed by each party and a third to be chosen by the first two named before they enter upon the business of arbitration. The award and determination of such arbitrator or arbitrators, or any two of such three arbitrators, shall be binding upon the partners and their respective heir, executors administrators and assigns.

16. **Insurance on Vehicles.** All trucks and automobiles now or hereafter owned by the



Partnership or by either of the partners shall be insured to the maximum amounts required by either partner.

17. **Holidays.** The partners agree that they shall each be entitled to equal holidays each year.
18. **Amendments.** If at any time during the term of this Agreement the partners shall deem it necessary or expedient to make any alteration in any article, clause, matter, or thing herein contained they may do so by a writing signed by them and endorse don these articles, and all such alterations shall be adhered to and have the same force and effect as if they had been originally embodied in and formed part of this Agreement.
19. **Successor and Assigns.** This Agreement shall ensure to the benefit of and be binding upon respective heirs, executors, administrators and assigns of each of the parties hereto.
20. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.
21. **Headings.** The headings of the paragraphs hereof are inserted for convenience of reference only and shall not affect the interpretation or construction of this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day year first above written.

Alexandra Meade

Alexandra Meade



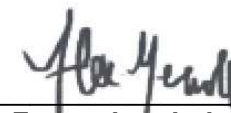
REGISTER OF GENERAL PARTNERS

OF

BUSINESS OPERANDI LP

100 University Ave, Toronto, Ontario M5J 1V6, Canada

General Partner's Name	Address of Partner	Date of appointment	Percentage Interest %	Partne Certificate
Alexandra Meade	201 Alhambra Circle, Suite 600, 33134, Coral Gables, Florida.	September 26 th , 2018	50%	00



For and on behalf of
VGV (CANADA) LP
Registered Agent
Alexandra Meade
Director

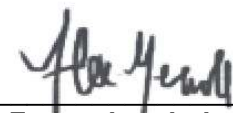
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For and on behalf of
VGV (CANADA) LP
Registered Agent
Alexandra Meade
Director

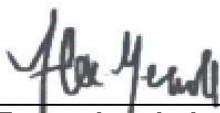
REGISTER OF LIMITED PARTNERS

OF

BUSINESS OPERANDI LP

100 University Ave, Toronto, Ontario M5J 1V6, Canada

Limited Partner's Name	Address of Partner	Date of appointment	Percentage Interest %	Partne Certificate
Alexandra Meade	201 Alhambra Circle, Suite 600, 33134, Coral Gables, Florida.	September 26 th , 2018	50%	00



For and on behalf of
VGV (CANADA) LP
Registered Agent
Alexandra Meade
Director

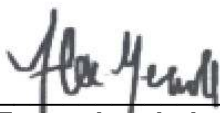
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BUSINESS OPERANDI LP

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For and on behalf of
VGV (CANADA) LP
Registered Agent
Alexandra Meade
Director

RESOLUTION OF THE PARTNERS

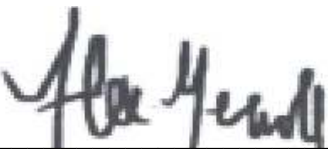
OF

BUSINESS OPERANDI LP

In accordance with the rules governing **BUSINESS OPERANDI LP** (the "Partnership"), a Limited Partnership existing under the Laws of Canada, numbered **281020099**, established on May 3rd, 2017, having its Registered Office in 100 University Ave, M5J 1V6, Toronto, Canada, the undersigned, **Alexandra Meade**, being the sole Partner of the partnership, do hereby set the following on record:

1. To appoint **VGV (CANADA) LP**, a Limited Partnership established under the Laws of Canada, as the Registered Agent.
2. To notify **VGV (CANADA) LP** of this Resolution, being the address of the Registered Agent 45B West Wilmot Street, Suite 22, Richmond Hill, Ontario L4B 2P3, Canada.

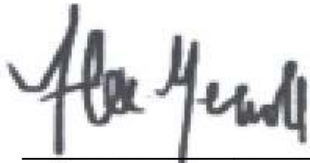
Issued and signed on September 26th, 2018, at 10 in Richmond Hill, Canada.



Mrs. Alexandra Meade

VGV (CANADA) LP.
45B West Wilmot Street, Suite 22
Richmond Hill, Ontario L4B 2P3
Canada

Notice of Reception
Date: September 26th, 2018

A handwritten signature in dark ink, appearing to read "Alex Meade", is positioned above a horizontal line.

Registered Agent
Mrs. Alexandra Meade
General Counsel
VGX (CANADA) LP.

VGX (CANADA) LP.
45B West Wilmot Street, Suite 22
Richmond Hill, Ontario L4B 2P3
Canada

